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7 Attorneys for Plaintiffs
8 Freshpark Industries, LLC
and Roger W. Hickey
9

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION

13 FRESHPARK INDUSTRIES, LLC
and ROGER W. HICKEY,

CASE NO. SACV 11-01283 DOC (ANx)

14 Plaintiffs,

Honorable David O. Carter

15 vs.

AMENDED

16 MOJO RAILS, INC.,

FINAL JUDGMENT AND
PERMANENT INJUNCTION ON
CONSENT

17 Defendant.
18

(Amended to include Exhibit 1)

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22 WHEREAS, Plaintiffs filed a Complaint for Patent Infringement against
23 Defendant;
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25 WHEREAS, Plaintiffs have alleged that Defendant manufactures, uses,
26 offers for sale, sells and/or imports a skate ramp shown in Exhibit 1 (the
27 "Infringing Product") that infringes United States Patent Nos. 7,104,895 (the "895
28

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LAWYERS
NEWPORT BEACH

1 patent”) and D495,770 (the “’770 design patent”) to Roger W. Hickey, which are
2 exclusively licensed to Freshpark;
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4 WHEREAS, the Parties have reached a settlement agreement, including the
5 terms set forth below;
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7 **ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, AND**
8 **DECREED AS FOLLOWS:**

9 1. The ’895 patent and the ’770 design patents are valid and infringed by
10 Defendant’s Infringing Product;
11

12 2. Defendant is permanently enjoined from making, using, offering to
13 sell, selling or importing any device that infringes any claim of the ’895 patent or
14 that infringes the ’770 design patent, including without limitation, by making,
15 using, offering to sell, selling or importing the Infringing Product or any colorable
16 imitation thereof.
17

18 3. The Parties are to bear their own costs.
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20 4. The Court retains jurisdiction over this Civil Action for the purposes
21 of enforcing the terms and conditions of this Final Judgment and Permanent
22 Injunction on Consent as well as the parties’ settlement agreement.
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1 **THE PARTIES HAVE READ AND AGREE TO THE FOREGOING**
2
3 **IN ITS ENTIRETY.**

4 DATED: November 17, 2011

STRADLING YOCCA CARLSON &
RAUTH
A Professional Corporation

6
7 By: /s/- Douglas Q. Hahn

Jan P. Weir
Douglas Q. Hahn
Kathrine J. Weir

9 Attorneys for Plaintiffs
10 Freshpark Industries, LLC
 and Roger W. Hickey

11 DATED: November 17, 2011

JULANDER, BROWN BOLLARD

13 By: /s/ William D. Chapman

William D. Chapman

15 Attorneys for
16 Mojo Rails, Inc.

17 **FINAL JUDGMENT AND PERMANENT INJUNCTION ON CONSENT**

18 Judgment is hereby entered pursuant to Fed. R. Civ. P. 58 as set forth above.

19
20 DATED: November 28, 2011

David O. Carter
Honorable David O. Carter
United States District Judge

Exhibit 1







